

Your Policy

Architects & Engineers Professional Indemnity Insurance



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Free advice helpline and contract advice service

For free legal advice on Professional Indemnity related matters please call 020 7280 8925. Aon has selected DWF LLP to provide a free legal advice helpline for all professions, and a contract and collateral warranty advice service for construction professions. The legal helpline will also provide assistance on matters which may arise in everyday business life, providing advice on employment matters, contract disputes, bad debts, property protection and many other business problems, on a strictly confidential basis.

When contacting DWF LLP, you should say that you have an enquiry under the free legal helpline service. You should also have your **Policy Schedule** available so as to be able to quote the **Policy** number and the **Period of Insurance**. If the advice required is not available under the free advice helpline, DWF LLP will advise of any charges that would be applicable prior to any advice being given.

Please note that using this helpline service DOES NOT constitute notification in accordance with **Policy** terms and conditions. Any enquiry in connection with a notifiable matter, and ALL notifications are required to be made in writing to Aon Claims Solutions named in the **Policy Schedule**. Any assistance DWF LLP may provide shall be under DWF LLP's terms of business and Aon shall not be liable to you for any loss or damages (howsoever arising) which you may incur as a result of your relationship with DWF LLP, or reliance on any advice given by DWF LLP. Aon makes no representation or warranty as to the availability of the service, or the ability of DWF LLP to provide specific advice on a particular topic or area of law.

Introduction

Preamble

This **Policy** has been arranged by Aon UK Limited (Aon) on behalf of the **Insured**.

Maven Underwriters is a Managing General Agent which is part of Aon UK Limited operating under a delegated underwriting authority on behalf of the **Insurers** shown in the Schedule (referred to as 'the **Insurers**').

The insurance is provided by the **Insurers** shown on the **Policy Schedule**. The **Policy** has been approved by the **Insurers** and any ambiguity herein will be construed in favour of the **Insured**. This **Policy** shall form the contract between the **Insured** and the **Insurers** in accordance with the terms and conditions contained herein or endorsed hereon.

In the event that any portion of the insurance or any part of this **Policy** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In this **Policy** references to any statute shall be to that statute as amended or re-enacted from time to time.

Certain words and phrases used within the **Policy** and **Policy Schedule** have been given specific meanings that are set out in Section 5 – Definition and Interpretations

In consideration of the **Insured** having promised to pay the Premium to **Insurers**, **Insurers** will indemnify the **Insured** subject to the provisions, conditions, exceptions, definitions and Limits of **Indemnity** and any memoranda or **Endorsements** hereon in the terms of the following Sections

The headings used in this **Policy** are for ease of reference and identification purposes only.

Any **Endorsement**, memorandum or other variation relating to the **Policy** is subject to all the terms and conditions herein save to the extent that such **Endorsement**, memorandum or other variation specifically intends to amend same.

Section 1: Insuring Clauses

Insurers shall indemnify the **Insured** up to the **Indemnity limit** shown in the **Policy Schedule** in respect of:

- a Any one **Claim** or
- b All **Claims** arising out of or in connection with the same originating cause or source or
- c All losses for which indemnity is available, arising out of or in connection with the same originating cause or source

including claimants' costs and expenses, first made against or sustained by the **Insured** during the **Period of Insurance** and notified to **Insurers** in accordance with Clause 3.1 in respect of loss arising from:

1.1 Civil Liability

Any **Civil Liability** which arises from the exercise and conduct by the **Insured** of their **Professional Business** unless **Civil Liability** is more specifically covered in clauses in the remainder of Section 1 where such specified Civil Liabilities will be covered only to the extent set out in such clauses

Defence Costs

In addition to the limit referred to above **Insurers** shall also indemnify the **Insured** for **defence costs and expenses** where such have been incurred with **Insurer's** consent, such consent not to be unreasonably withheld or delayed. In the event that a payment is made in respect of a settlement of a **Claim** against the **Insured** in excess of **Insurer's** indemnity limit, then **Insurer's** total liability in respect of **defence costs and expenses** shall be in the same proportion that the indemnity limit bears to the sum which would have been payable by **Insurers** under this **Policy** in settlement of the **Claim** but for the indemnity limit.

The **Excess** does not apply in respect of this clause.

1.2 Defamation, Libel and Slander

Any **Civil Liability** arising from actual or alleged libel, slander or defamation by **Insured** or its **Employees** or **Persons responsible to the Insured** made by them in the conduct of the **Insured's Professional Business** but this shall not cover libel, slander or defamation recklessly or deliberately committed by the **Insured**, its **Employees** or **Persons responsible to the Insured**.

Libel, slander or defamation shall include but not be limited to trade libel, product disparagement, infliction of emotional distress, injurious and malicious falsehood; outrage or outrageous conduct.

1.3 Infringement of Copyright or patent - pursuit

Insurers agree to indemnify the **Insured** for reasonable costs and expenses incurred with their consent, such consent not to be unreasonably withheld or delayed, in the pursuit of any injunction and/or other proceedings against another party whom the **Insured** believe have infringed their copyright, patent or other intellectual property rights which are seemingly vested in or otherwise enjoyed by the **Insured**. **Indemnity** is dependent upon there being potential financial damage to the **Insured's Professional Business**.

The **Insured** shall notify the matter to **Insurers** in accordance with Section 3.1

In the event of any dispute arising between **Insurers** and the **Insured** as to the reasonableness of pursuing any such cause of action the opinion of a Queens Counsel to be mutually agreed between the **Insured** and the **Insurers** shall be obtained and his decision shall be binding.

The maximum amount payable by **Insurers** under this section shall be GBP 100,000 in the aggregate. For the sake of clarity, **Insurers'** total liability includes costs incurred by the **Insured** in the pursuit of the other party and any costs and damages payable by the **Insured** to the other party arising from the pursuit by the **Insured**.

1.4 Prosecution Defence Costs

Insurers will indemnify the **Insured** (and at the **Insured's** request any **Employee** or Persons Responsible to the **Insured**) in respect of the reasonable costs and expenses incurred with **Insurers'** consent, such consent not to unreasonably withheld or delayed, and for which indemnity is not otherwise provided under this **Policy**:

- i In the investigation and defence of criminal proceedings instituted against the **Insured** during the **Period of Insurance** – and notified to **Insurers** in accordance with **Claims** Condition 3.1 – in a Court of Law in the United Kingdom, where the substance of such criminal prosecution is that the **Insured** has or is alleged to have committed a criminal offence under prevailing listed buildings, building regulation or health and safety legislation or any other statutory regulation relating to building or construction works and any applicable statutory instruments, orders or regulations issued pursuant thereto or any applicable codes of practice or procedures issued by the Health and Safety Executive or the Health and Safety Commission.
- ii Of legal representation of the **Insured** at any proceedings (including proceedings brought under the Property Misdescription Act 1991) before any duly constituted court tribunal of enquiry or other process having the like power to compel the attendance of the **Insured**, where in the Insurer's opinion the **Insured** should be represented by reason of any conduct on their part which might be relevant to this **Policy**.

Provided always that:

- a The act, error or omission of the **Insured** giving rise to such proceedings shall have been committed by the **Insured** in the course of their **Professional Business**;
- b **Insurers** shall be entitled to appoint representatives (including solicitors or Counsel) to investigate the circumstances giving rise to the criminal prosecution/proceedings and to act on behalf of the **Insured** in the **Insured's** defence;
- c **Insurers** shall have no liability to pay any costs incurred subsequent to a plea or finding of guilt on the part of the **Insured** or in the event that Counsel (whether appointed under sub-paragraph b above or otherwise) advises that there are no reasonable prospects of successfully defending the proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if Counsel shall advise that there are reasonable prospects of a successful appeal following a finding of guilt.

The maximum amount payable by **Insurers** under this section shall be GBP 1,000,000 in the aggregate.

1.5 Loss of or Damage to Documents and Data

A Loss of documents

Insurers will indemnify the **Insured** for expenses reasonably and necessarily incurred by the **Insured** in replacing or restoring **Documents** that after a diligent search cannot be located, or that have been destroyed or damaged beyond reasonable use and for which the **Insured** is legally responsible and which were in the physical custody or control of the **Insured** or any other person to whom the **Insured** entrusted, lodged or deposited such **Documents** provided;

- a The loss of the **Documents** is first discovered during the **Period of Insurance**
- b The **Insured** notifies **Insurers** as soon as practicable within the **Period of Insurance** or at the latest within 21 days of expiry, of discovery of the loss of the **Documents** (unless the **Insured** has obtained other insurance)
- c The **Insured** provides **Insurers** with bills and accounts substantiating the expenses incurred by the **Insured** in replacing or restoring the **Documents**
- d The expenses are not incurred without **Insurers**' consent, such consent not to be unreasonably withheld or delayed, and
- e The replacement or restoration of the **Documents** is reasonably required

Insurers' total liability for any one **Claim** made against the **Insured** under this extension shall not exceed GBP 100,000.

B Loss of data

Insurers will indemnify the **Insured** for cost and expenses reasonably and necessarily incurred by the **Insured** for any third parties' financial losses arising directly from the loss or theft of the **Insured**'s data or data for which the **Insured** are responsible or held to be responsible.

Insurers' total liability for any one **Claim** made against the **Insured** under this extension shall not exceed GBP 100,000

1.6 Compensation for Court Attendance

Insurers will indemnify the **Insured** for the cost of attendance at a formal hearing or formal interview (including attendance at any Court, Arbitration or Adjudication) of any principal, partner, member or director of the **Insured** (or any **Employee** or **Persons responsible to the Insured**) in connection with a **Claim** or **Circumstance** notified to **Insurers** where such attendance is considered by **Insurers** to be necessary or beneficial to reduce liability which may result in a payment under this insurance. The formal hearing or formal interview will be at the behest of a third party not acting either on behalf of the **Insured** or **Insurers**. The indemnity is subject to:

- a **Insurers** having given their consent to the attendance, such consent not to be unreasonably withheld or delayed
- b **Indemnity** for such costs being restricted to a rate of GBP 500 per person per day or part day for any partner, principal, director, third party, member or any **Employee** or **Persons Responsible to the Insured**.
- c The most **Insurers** will pay under this extension is GBP 100,000 for each **Claim** or **Circumstance** and in the aggregate in respect of all claims during the **Period of Insurance**.

1.7 Asbestos

Subject to the provisos below and to the other terms and conditions of this **Policy**, this **Policy** shall indemnify the **Insured** against any **Claim** resulting from the presence or release or possible presence or possible release of asbestos or asbestos containing materials, but only where this has been caused by a negligent act, negligent error or negligent omission by the **Insured** in the conduct of their **Professional Business**.

Provided always that:

- a The **Insured** has notified the matter to **Insurers** in accordance with Section 3.1
- b **Insurers** shall not be liable for any such **Claim**:
 - i Directly or indirectly resulting from **Asbestos Inspections** carried out by the **Insured**
 - ii Arising out of or in any way involving any Bodily Injury or fear of suffering Bodily Injury
- c The maximum amount payable in the aggregate in the **Period of Insurance** by **Insurers** in respect of any such **Claims**, any **Defence Costs and Expenses** shall not exceed GBP 1,000,000, which shall be included within and not in addition to the **Indemnity limit** shown in the **Policy Schedule**

1.8 Cyber Liability

Insurers agree to indemnify the **Insured** for any civil liability including Defence Costs arising:

- a Directly from a hacking attack or **Computer Virus** that has emanated from or passed through the **Insured's** computer systems, or
- b Directly from their inability to access the **Insured's** computer systems in the way in which the **Insured** has authorised them to as a direct result of the **Insured's** computer systems' failure or impairment due to a hacking attack or **Computer Virus**, or
- c From the repair, restoration or replacement the **Insured's website** as the direct result of any hacking attack first discovered during the **Period of Insurance**.

1.9 Dishonesty

- a Any **Civil Liability** incurred in the course of the **Professional Business** arising from actual or alleged reckless disregard, dishonest, fraudulent, criminal, or malicious act or omission of any **Insured** (excluding those detailed in paragraph a of the definition of **Insured** in Section 5) or their **Employees** or **Persons responsible to the Insured**,
- b Any direct financial loss incurred by the **Insured** in the course of the **Professional Business** arising from actual or alleged reckless disregard, dishonest, fraudulent, criminal, or malicious act or omission of any **Employees** or **Persons responsible to the Insured**;

provided:

- a No indemnity shall be afforded under this clause 1.9 to any person committing or condoning such acts or omissions
- b The **Insured** (and any **Employee** and **Persons responsible to the Insured**) shall assist **Insurers** in taking all reasonable steps to obtain reimbursement from persons, including their estates or legal representatives, committing or condoning such acts or omissions
- c Any monies which but for such acts or omissions would be due to such persons shall be deducted from any amount payable hereunder
- d Nothing herein shall preclude **Insurers** from exercising any right of subrogation against any person committing or condoning such acts or omissions
- e The sums ultimately payable under this clause 1.9 shall be only for the balance of liability in excess of the amounts recoverable from the person or persons committing or condoning such acts or omissions, or their estates or legal representatives

1.10 Indemnity to Employees and/or Consultants and/or Self Employed Staff

Employees are indemnified for any claim first made against them and notified to **Insurers** in accordance with **Claims** Condition 3.1, which arises out of the exercise and conduct of the **Professional Business**.

Former partners, former directors or former **Employees** of the **Insured** who have continued as consultants to the **Insured** and any persons who were formerly consultants to the **Insured** are indemnified in respect of any **Claim** first made against them and notified to **Insurers** during the **Period of Insurance** which arises out of the exercise and conduct of the **Professional Business**.

In addition, the **Insured** is indemnified for any **Claim** first made against the **Insured** and notified to **Insurers** during the **Period of Insurance** which the **Insured** may become legally liable to pay, arising out of the use of self-employed, contract hire persons or seconded staff in the exercise and conduct of the **Professional Business**.

For the purpose of this **Policy** such persons are deemed to be an **Employee**.

1.11 Joint Venture/Consortium

Insurers will indemnify the **Insured** for any **Civil Liability** arising from any **Claim** first made against the **Insured** or **Circumstance** which is notified to **Insurers** in accordance with Section 3.1 for which the **Insured** are jointly or severally liable and which arises out of the exercise and conduct of the **Professional Business** whilst a member of a joint venture or consortium, where such joint venture or consortium together with the turnover/fees of the joint venture or consortium (not just the **Insured's** proportion) have been declared to **Insurers**, whether or not the joint venture or consortium is conducted through a separate legal entity. For the avoidance of doubt any indemnity will be only in respect of liability attaching to the **Insured** and not any liability attaching to the **Insured's** joint venture or consortium partners.

1.12 Mitigation Costs

Costs reasonably incurred with **Insurers'** consent, such consent not to be unreasonably withheld or delayed, in respect of:

- a rectification of services performed; or
- b work undertaken;

by the **Insured** or any **Employee** or **Persons responsible to the Insured** in the course of the **Professional Business** to mitigate a **Claim** or **Circumstance** that would otherwise have been **Insured** under this **Policy**.

If a third party is refusing to pay for an amount due to the **Insured**, claimed by the **Insured** or required by the **Insured** to be paid to a third party and the basis for their refusal is likely give rise to a **Claim** or **Circumstance** which may give rise to a **Claim** for an amount greater than the amount in dispute that would otherwise have been **Insured** under this **Policy**, **Insurers** may, at their discretion, such discretion not to be unreasonably withheld or delayed, pay the disputed amount in order to mitigate any such claim against the **Insured**. If **Insurers** are required to pay an amount under Clause 1.12 and that matter subsequently leads to a **Claim** against the **Insured**, an **Employee** or **Persons responsible to the Insured** that would otherwise be covered by this **Policy**, **Insurers'** maximum payment including any amount already paid under this Clause 1.12 shall not exceed the **Indemnity limit** specified in the **Policy Schedule**.

1.13 Representation Costs for Disciplinary Hearings

Insurers hereby agree to pay on behalf of the **Insured** any costs and expenses necessarily and reasonably incurred by the **Insured** (and at the **Insured's** request any **Employee** or **Persons Responsible to the Insured**), during the **Period of Insurance** with **Insurers'** consent, such consent not to be unreasonably withheld or delayed, for investigation costs and representation at a professional body disciplinary hearing, tribunal or proceeding first actioned during the **Period of Insurance** in respect of the **Insured's Professional Business**.

The maximum amount payable by **Insurers** under this Section shall be GBP 250,000 in the aggregate.

1.14 Infringement of copyright or patent – defence

Any **civil liability** occasioned by unintentional breach of copyright, or other intellectual property rights by the **Insured** or any **Employee** or **Persons responsible to the Insured** incurred in the course of the **Business**. Intellectual property rights shall include but not be limited to:

- a Copyright infringement, trademark infringement, trademark dilution, trade dress infringement, publicity rights violations, cyber squatting violations, moral rights violations, any act of passing off, misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material, or artwork;
- b Breach of any license the **Insured** has acquired to use a third party's trademark and/or copyrighted material, but only to the extent the **Insured's** use inadvertently exceeds express limitations in the license regarding the territory, duration, or media in which the material may be used and only if such breach is asserted in conjunction with and based on the same factual allegations as a claim for intellectual property infringement in a above
- c Infringement of **Database rights**

The **Insured** shall notify the matter to **Insurers** in accordance with Section 3.1

1.15 Ombudsman/regulatory body awards

Insurers agree to indemnify the **Insured** (and at the **Insured's** request any **Employee** or **Persons Responsible to the Insured**) for any monetary award made by an **Ombudsman**, regulator or disciplinary body in respect of any case first instigated during the **Period of Insurance**

Insurers will not pay for fines or penalties imposed or punitive, multiple or exemplary damages awarded against the **Insured**, an **Employee** or **Persons Responsible to the Insured**.

1.16 Investigation costs

Insurers agree to indemnify the **Insured**, (and at the **Insured's** request any **Employee** or Persons Responsible to the **Insured**) for **Investigation Costs** incurred from any Investigation of the **Insured** during the **Period of Insurance** and arising from the **Insured's Professional Business**. In respect of the foregoing:

- a **Insurers'** liability shall be limited to GBP 250,000 for any one **Claim** or **Circumstance** and this shall be part of and not in addition to the **Indemnity limit**
- b Any subsequent or concurrent civil action arising out of proceedings notified hereunder shall be deemed to be notified under this **Policy**
- c **Insurers** will indemnify the **Insured** for **Investigation Costs** irrespective of an **Investigation's** outcome and whether or not any wrongdoing or wrongful act is established
- d **Insurers** will indemnify the **Insured** for **Investigation Costs** incurred in an appeal against the outcome of an initial Investigation
- e **Insurers** shall be entitled to nominate a legal representative, including a solicitor or barrister, by reason of this extension.

1.17 Secondments

Insurers will indemnify the **Insured** in respect of any professional services performed whilst any of the **Insured** or any **Employee** or Persons Responsible to the **Insured** is seconded to any other firm or company provided, the professional services are the same as would be performed within the **Professional Business** of the **Insured** and that the income (or part thereof) derived from the performance of such professional services enure(s) to the benefit of the **Insured** and the turnover/fees of the secondment have been declared to **Insurers**.

1.18 Claims advocacy

Insurers shall pay expenses incurred, with **Insurers'** consent, by Aon UK Limited, for assessment, preparation of any **Claim** or **Claims** advocacy service with regard to a **Claim** or **Circumstance** under this **Policy**.

Insurers' consent shall not be unreasonably withheld or delayed. Any payment made under this extension shall be resolved at the sole discretion of **Insurers** and not through any other dispute resolution process provided for within this **Policy** wording.

A total indemnity limit is payable under this extension of GBP 5,000 any one **Claim** or **Circumstance**. Such indemnity limit being within the total indemnity limit available under Section 1 of this **Policy**

1.19 PR Expenses

Insurers agree to indemnify the **Insured** where a **Claim** or **Circumstance**, if left unmanaged, may cause adverse or negative publicity or media attention to the **Insured**, and will pay the costs incurred with **Insurers** consent in utilising the services of a public relations firm to limit or mitigate the impact of such adverse or negative publicity or media attention up to GBP 25,000 for all **Claims** or **Circumstances** notified during the **Period of Insurance**. No excess shall be payable in relation to this clause

Section 2: General Conditions

2.1 Subrogation

- a Where **Insurers** have paid a **Claim** under this **Policy** they will be entitled to any rights the **Insured** has against any party in relation to the **Claim** to the extent of **Insurers'** payment.
- b The **Insured** must assist **Insurers** and provide information as **Insurers** may reasonably require to exercise their rights of subrogation, including bringing any action or suit in the **Insured's** name. This may include providing and signing statements and other documents and the giving of evidence
- c Any recovery received shall be applied first against any **Claim** or costs insofar as it exceeds the **Indemnity limit**, then against any payment made by **Insurers**, and finally against the policy **Excess**
- d **Insurers** will not subrogate against any current or former principal, partner, member, director or **Employee** under this **Policy** unless that person is found to have committed a criminal, fraudulent, malicious or dishonest act or omission

2.2 Surveys

No **Claim** shall lie under Section 1 of this **Policy** arising out of any survey and/or valuation report rendered by the **Insured** unless the **Insured** shall have complied with the conditions precedent set out below:

- a The report is made in writing or if oral confirmed in writing and
- b The survey and/or valuation is made by
 - i A partner/director/principal of the **Insured** or
 - ii A member of the **Insured's** staff who is a Fellow or Professional Associate or Member of the Royal Institute of British Architects or the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers or the Institution of Structural Engineers or is a Registered Architect who has not less than one year's experience in undertaking structural surveys and/or valuation work as the nature of the report may require or
 - iii Any member of the **Insured's** staff who has not less than five years' experience in undertaking structural and/or valuation work as the nature of the report may require and
- c Except in the case of a valuation report in which no reference is made to the structural or decorative condition of the property or where that report is provided to a Building Society, Insurance Company, Bank or other such institutional lender upon a standard report form provided to the **Insured** for that purpose the **Insured** has incorporated in the report the following reservation:

"We have not inspected woodwork or other parts of the structure which are covered unexposed or inaccessible and we are therefore unable to report that any such part of the property is free from defect".

2.3 Insurers entitled to Defend

Insurers shall be entitled, but not obliged, to take over the investigation, defence and settlement of any **Claim** and any **Circumstances(s)** likely to give rise to a **Claim** and/or any **Circumstance(s)** where the **Insured** has requested to be indemnified under this **Policy**. **Insurers** shall have full discretion in the handling thereof provided that the **Insured** shall not be obliged to defend any legal proceedings unless a Queen's Counsel (to be mutually decided upon by **Insurers** and the **Insured**) shall advise that such proceedings can be contested with a reasonable prospect of success.

2.4 Duty to Cooperate

The **Insured** shall give all information, cooperation and assistance to **Insurers** and their duly authorised representatives as may be reasonably required and maintain such records and documents and that such records and documents may be inspected at any time by **Insurers** or their duly authorised representatives should they so require.

2.5 Late notification of claims

Insurers will not reject a request for indemnity when it is alleged that there has been:

Late notification of a **Claim**; or

Late notification of intention to make a **Claim**; or

Late notification of a **Circumstance(s)** which may or could give rise to a **Claim**

Provided always that the **Insured** shall establish to **Insurers'** satisfaction that such late notification was innocent and free of any fraudulent conduct or intent to deceive.

When **Insurers** are so satisfied the following conditions shall apply:

In any case of a **Claim** and the **Insured** were previously aware of the **Claim** or a **Circumstance**, or in any case of the **Insured** being previously aware of an intention to make a **Claim** or of such a **Circumstance** and the **Insured** could have notified the **Claim** or **Circumstance** under any preceding policy of indemnity, then if the indemnity available from **Insurers** under this **Policy** is greater or wider in scope than that to which the **Insured** would have been entitled under such preceding policy of indemnity, **Insurers** shall only be liable to indemnify the **Insured** for such amount and on such terms as would have been available to the **Insured** under such preceding policy of indemnity; save that nothing in this clause shall entitle the **Insured** to indemnity wider or more extensive than is available to the **Insured** under this **Policy** (notwithstanding the terms of this clause).

For the purposes of this Clause the **Insured** held immediately prior to the inception date of this **Policy** a policy/certificate of insurance (whether with **Insurers** hereunder or not) which would have provided indemnity to the **Insured** in respect of such **Claim** or **Circumstance** (now being a **Claim** against the **Insured**) had such been notified timeously thereunder and that the **Insured** shall supply a copy of such previously held policy/certificate to **Insurers** hereunder.

No indemnity shall be available for any **Claim** or **Circumstance** notified to **Insurers** after the **Period of Insurance**.

2.6 Insurance Disputes

Disputes arising from or in connection with this **Policy** shall be subject to the jurisdiction of the Courts of England and Wales.

Disputes arising from or in connection with this **Policy** may be referred by the **Insured** to a recognised mediation service.

Any dispute or difference arising hereunder between the **Insured** and **Insurers** shall be referred to a Queen's Counsel of the English Bar to be mutually agreed between **Insurers** and the **Insured** or in the event of disagreement by the Chairman of the Bar Council.

This contract of Insurance is governed by the Laws of England and the English Courts shall have exclusive jurisdiction to determine any dispute or difference between the **Insured** and **Insurers** under this **Policy**.

2.7 Data Protection Act

It is agreed by the **Insured** on behalf of itself, its partners, principals, directors, members and **Employees** that any information provided to the **Insurers** regarding the **Insured** will be processed by the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling **Claims**, if any, which may necessitate providing such information to third parties.

2.8 Rights of Third Parties

No party who is not an **Insured** shall be entitled to enforce any term of this **Policy** for its own benefit under the Contracts (Rights Against Third Parties) Act 1999 or otherwise.

2.9 Several Liability

The liability of an **Insurer** under this **Policy** is several and not joint with other **Insurers** party to this **Policy**.

An **Insurer** is liable only for the proportion of liability it has underwritten. An **Insurer** is not jointly liable for the proportion of liability underwritten by any other **Insurer**. Nor is an **Insurer** otherwise responsible for any liability of any other **Insurer** that may underwrite this **Policy**.

The proportion of liability under this **Policy** underwritten by an **Insurer** (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in the **Policy Schedule**.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an **Insurer**. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other **Insurer** that may underwrite this **Policy**.

2.10 Confidentiality

The **Insured** shall not disclose the terms of this **Policy** or advise the amount of the Premium paid to any third party except:

- a To the extent that the **Insured** is required by law to do so or by any regulatory authority as may be necessary to demonstrate to such regulatory authority that any mandatory insurance requirements of such authority have been satisfied or
- b That the existence of the **Policy**, **Policy** number, lead Insurer, **Indemnity limit** and **Excess** available thereunder may be disclosed to an Insurer, to a client or a prospective client, wholesale broker or placing agent where this is necessary to maintain agency facilities, provided that no such disclosure shall be permitted where the **Insured** is aware or ought reasonably to be aware that the person to whom disclosure is going to be made has made or is likely to make a **Claim** against the **Insured** or
- c To the extent that **Insurers'** consent to such disclosure, such consent not to be unreasonably withheld or delayed

2.11 Document management

Insurers may hold the proposal form (including any attachments thereto) and any documents relating to this Insurance and any **Claim** in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

2.12 Take over and mergers

In the event of a takeover or merger whereby there is a sale of the **Insured** or a merger with or acquisition by another entity such that the **Insured** is not the surviving entity and no longer:

- a Controls the composition of the board of directors or
- b Controls more than half the voting power or
- c Holds more than half of the issued share capital

then this **Policy** shall apply only to any **Claim** arising from the **Professional Business** of the **Insured** carried out prior to the date of such takeover or merger, unless otherwise agreed by **Insurers**.

2.13 Acquisitions

Subject to all other terms, conditions and exclusions, this **Policy** is automatically extended to indemnify any firm acquired or created by the **Insured** during the **Period of Insurance** for a period of 60 days, provided that:

- a In the 12 month period immediately preceding an acquired firm's acquisition, its fee income did not exceed 15% of the **Insured's** declared fee income/turnover for the last financial year
- b The activities of an acquired firm are of a similar type as those undertaken by the **Insured**
- c In the 5 year period immediately preceding the acquisition, the acquired firm has had no **Claim** or loss of the nature covered by this **Policy** and has not been aware of **Circumstances** which may give rise to a **Claim** or loss of the nature covered by this **Policy**

2.14 Authorisation

The **Insured** named in the **Policy Schedule** shall act on behalf of all **Insureds** with respect to the giving and receiving of notice under this **Policy**, including the giving of notice of any **Claim**, the payment of the Premium, the receipt and acceptance of any **Endorsements** attaching to and forming part of this **Policy**

2.15 Alteration to risk

The **Insured** must notify **Insurers** within the **Period of Insurance** of any material alteration to the risk including but not limited to any material change in the nature of or cessation of the **Business**.

2.16 Assignment

The **Insured** must not assign this **Policy** or any rights under this **Policy** without **Insurers'** consent by way of **Endorsement** to form part of this **Policy**.

2.17 Waiver or amendment

The terms of this **Policy** shall not be waived or amended except by **Endorsement** to form part of this **Policy**.

2.18 Cancellation

This **Policy** is not cancellable unless the **Insurers** agree in writing subject to the general **Claims** conditions.

2.19 Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

2.20 Misrepresentation and non-disclosure

In the event of misrepresentation or non-disclosure by deliberate or reckless act or omission of any fact material to the risk insured, the **Insurers** may avoid this **Policy** from the date of that act or omission and need not return any of the premium paid. In addition, any benefit which the **Insured** has received under this **Policy** that resulted from or after such deliberate or reckless act or omission shall immediately be repaid to the **Insurers**.

It is for the **Insurers** to demonstrate that such act or omission by the **Insured** was deliberate or reckless.

Insurers rights in the event of misrepresentation or non-disclosure (other than by deliberate or reckless act or omission) are limited to the right to charge an additional premium and/or apply additional terms from the date of such act or omission, which could reasonably have been demanded had such misrepresentation or non-disclosure not occurred.

2.21 Fraudulent claims

If the **Insured** shall knowingly make any false or fraudulent request in respect of any **Claim**, as regards amount or otherwise, the **Insured** will forfeit the right to indemnity only of the actual claim in relation to which there has been a false or fraudulent request. The **Insured** will immediately repay to **Insurers** any payments **Insurers** have made only in respect of the actual claim in relation to which there has been a false or fraudulent request for the benefit of the **Insured**.

It shall be for the **Insurers** to demonstrate that such request is false or has been made fraudulently by the **Insured**.

For purposes of this condition, only definition a and b of **Insured** applies.

Section 3: Claims Conditions

3.1 Notification Period of Insurance (unless the Insured has obtained other insurance)

The **Insured** shall notify the Nominee named in the **Policy Schedule** and as amended from time to time as soon as practicable within the **Period of Insurance** or at the latest within 21 days after expiry of the **Period of Insurance** of any:

- a **Claim** made against the **Insured** (or **Employee** or Persons Responsible to the **Insured**) during the **Period of Insurance**
- b **Circumstance** of which the **Insured** becomes aware during the **Period of Insurance** which may give rise to a **Claim** against the **Insured** (or **Employee** or Persons Responsible to the **Insured**)
- c Notice received during the **Period of Insurance** of any intention to make a **Claim** against any **Insured** (or **Employee** or Persons Responsible to the **Insured**)
- d Reasonable cause discovered during the **Period of Insurance** for suspicion of dishonesty or fraud on the part of the **Insured** (or **Employee** or Persons Responsible to the **Insured**) whether giving rise to a loss or **Claim** hereunder or not
- e Potential requirement for indemnity or potential loss discovered during the **Period of Insurance** in relation to costs as referred to in Section 1.12 – Mitigation costs, Section 1.13 – Representation Costs for Disciplinary Hearings
- f Potential requirement for indemnity or loss discovered during the **Period of Insurance** in relation to cover as referred to in Section 1.2 – Defamation, libel and slander, Section 1.4 – Prosecution Defence Costs, Section 1.7 – Asbestos, Section 1.9 – Dishonesty of employees, Section 1.10 – **Indemnity** to employees/consultants/self-employed staff and Section 1.11 – Joint venture/consortium.

Notifications made under b and c which subsequently give rise to a **Claim** shall in each case be deemed to have been notified to **Insurers** within the **Period of Insurance**.

3.2 Co-operation

- a As soon as practicable following receipt thereof by the **Insured**, the **Insured** must deliver to the Nominee named in the **Policy Schedule** and as amended from time to time any preliminary letter of **Claim**, pre-action protocol letter, claim form, other legal procedural documents, summons, arbitration notice or other such similar correspondence and documents to those described
- b The **Insured** shall provide **Insurers** or their representatives with all information and assistance that **Insurers** and/or their representatives and others appointed by **Insurers** may reasonably require Compliance with condition a and b will be at the **Insured**'s own cost.
- c If required to do so by **Insurers** the **Insured** shall use due diligence and, at the cost of **Insurers**, shall ensure that all reasonable and practicable steps are taken to avoid or diminish any liability which may give rise or has given rise to a **Claim** or loss.

3.3 Legal defence and settlement

- a **Insurers** are entitled but not obliged to assume the legal defence of any **Claim** covered under this **Policy** in the name of the **Insured** and **Insurers** shall have full discretion in managing any negotiation or proceedings as to the resolution of such **Claim**
- b **Insurers** shall be entitled to select and appoint the lawyers and other representatives that will defend and represent the **Insured** (or **Employee** or Persons Responsible to the **Insured**) in respect of any **Claim**. **Insurers** will give consideration to any preference expressed by the **Insured**. Provided that the **Insured**'s chosen lawyer or other representative has the necessary expertise to undertake this work and agrees to operate on a similar fee basis as Insurer's lawyers or other representatives, **Insurers**' consent to such appointment will not be unreasonably withheld or delayed.
- c Subject to General Condition 6, **Insurers** shall be entitled to settle a **Claim** if they so choose
- d The **Insured** agrees in relation to any **Claim** or **Circumstance** not to admit liability for or settle any such **Claim** or **Circumstance**, make any admission, offer payment or assume any obligation in connection with any **Claim** or **Circumstance**, or incur any costs in connection with any such **Claim** or **Circumstance**, without **Insurers** prior written consent, such consent not to be unreasonably withheld or delayed.
- e **Insurers** shall not be liable for any settlement, costs, admission, offer, payment or assumed obligation without their consent, such consent not to be unreasonably withheld or delayed.

f **Insurers** may at any time pay to the **Insured** the **Indemnity limit** (having deducted any sums already paid) or any lesser amount for which such **Claim** may be settled and having paid such sum **Insurers** shall relinquish the control of such **Claim** and be under no further liability in connection with such **Claim** except for **Defence Costs and Expenses** incurred prior to the date of such payment and for which **Insurers** may be responsible under this Insurance for matters arising prior to the date of such payment

If the **Insured** can establish to **Insurers'** reasonable satisfaction that they have taken reasonable steps to deal with the claimant in a professional and business like manner, **Insurers** will not seek to argue that they have been prejudiced in the event that the **Insured's** handling or assessment later appears to be incorrect with the benefit of hindsight. In the event that any such **Claim** subsequently results in a payment being required under this **Policy**, **Insurers** agree that they shall not allege that their position has been prejudiced by any prior actions of the **Insured** in the defence or settlement of any such **Claim** unless any such actions, in the opinion of an arbitrator to be mutually agreed upon by the **Insured** and **Insurers**, are considered to have been unreasonable and prejudicial to **Insureds'** interests. In such circumstances **Insurers** shall only be liable for those amounts which would have existed in the absence of actions by the **Insured** and which in the opinion of the arbitrator are deemed unreasonable and prejudicial to **Insurers'** interests.

3.4 **The Housing Grants, Construction and Regeneration Act 1996**

The receipt by the **Insured** of any "Notice of Adjudication" and/or a "Referral Notice" pursuant to The Scheme for Construction Contracts (England & Wales) Regulations 1998 and/or The Scheme for Construction Contracts (Scotland) Regulations 1998 and/or any Adjudication Notice pursuant to contract must be notified immediately in writing to the Nominee named in the **Policy Schedule**.

Notification of a "Notice of Adjudication" and/or "Referral Notice" and/or "any Adjudication Notice pursuant to contract" to the Nominee named in the **Policy Schedule** in writing will be considered as notification to **Insurers**. All other **Circumstances**, **Claims** and material facts must be notified to **Insurers** as per **Policy** terms and conditions.

For clarification purposes, it is noted and agreed that notification of a "Notice of Adjudication" and/or "Referral Notice," and/or any Adjudication Notice pursuant to contract shall be subject to all other **Policy** terms and conditions, and this clause in no way extends the cover afforded under this **Policy**.

It is a condition to coverage being afforded that:

The **Insured** does not agree to accept the decision of the Adjudicator as finally determining the dispute without the consent of **Insurers**.

It is agreed that **Insurers** shall be entitled to pursue legal, arbitration or other proceedings in the name and on behalf of the **Insured** to challenge, appeal, open up or amend any decision, direction, award or the exercise of any power of the Adjudicator or stay the enforcement of any decision, direction, award or exercise of any power of the Adjudicator. The **Insured** shall give all such assistance as **Insurers** may reasonably require in relation to such proceedings. For the avoidance of doubt this clause does not in any way limit **Insurers'** right of subrogation.

Section 4: Exclusions

This **Policy** shall not indemnify the **Insured** in respect of any liability for or any way involving;

4.1 Excess

The **Excess** as stated in the **Policy Schedule**

4.2 Directors and Officers

Any breach by an **Insured** of a personal duty owed solely in the capacity of a member, director, secretary or officer of a body corporate.

4.3 Associated Companies

In respect of any **Claim** against the **Insured** by any Associated, Parent or Subsidiary Company of the **Insured** unless such **Claim** originally emanates from an independent third party thereto

4.4 Previous Claims and Circumstances

Arising out of any **Claim** or **Circumstance** which has been notified under any other policy of insurance or any **Claim** or **Circumstance** that may give rise to a **Claim** of which the **Insured** was or should have been aware prior to the inception of this insurance other than as provided for under General Condition 2.5 Late notification of claims.

4.5 Trading Losses

Any trading losses or trading liabilities incurred by any business managed or carried on by the **Insured** including loss of any client account or business.

4.6 Geographical and Jurisdiction Limits

Any **Claim** brought (or the enforcement of any judgement or award entered against the **Insured**) in the courts of the United States of America or Canada or their dominions or protectorates or territories in which it is contended that the laws of the United States of America or Canada should apply.

4.7 Fraud, Dishonesty or Criminal Acts

Caused by or contributed to by any dishonest fraudulent criminal or malicious act or omission by any partner director or principal of the **Insured**.

However, this exclusion shall not apply in respect of any civil **Claim** arising out of any breach of any United Kingdom statutory regulation relating to building or construction works, subject to the act, error or omission not being deliberate on the part of the **Insured**.

4.8 Supply of Goods

The manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, distributed or supplied including the sale and/or supply of hardware and/or software by the **Insured** unless such **Claim** arises directly out of negligent advice, design or specification by the **Insured** in the course of the **Professional Business**.

4.9 Fines and Penalties

Taxes, fines or penalties, punitive, aggravated, multiple, exemplary or other non-compensatory damages or the consequences of non-payment or any additional damages under Section 97(2) of the Copyright, Design and Patents Act 1988 or any statutory successor to that section or any **Claim** deemed uninsurable by law.

4.10 War and Terrorism

Any **Claim** of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any cause or event contributing concurrently or in any other sequence to any **Claim** or Costs.

- a War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or
- b Any act of terrorism

For the purposes of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also applies to any liability for any **Claim** and/or Costs on account of any **Claim** of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a and/or b above.

4.11 Nuclear Risks

Any **Claim** arising from or attributable to:

- a Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any consequential loss or
- b Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- i Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
- ii The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

4.12 Employer Liability

Any **Claim** directly or indirectly based upon, attributable to or in consequence of Bodily Injury, mental injury, sickness, disease or death of any person or loss of or damage to property (except as provided under 1.5).

This Exclusion shall not apply to **Claims** incurred as a result of **Civil Liability** in the conduct of the **Professional Business**, unless the **Insured** is or would be entitled to indemnity under a public liability or other insurance, in which case this exclusion applies in total.

4.13 Retroactive Date

Any **Claim** arising from the carrying out of the **Business** prior to the Retroactive date, if any, stated in the **Policy Schedule**.

Section 5: Definitions and Interpretations

The following words or expressions shall carry the meaning shown below wherever they appear in bold in the **Policy, Policy Schedule, Endorsement** or any **proposal** form or statement of fact. Wherever the defined words are shown in the plural they take the same meaning as shown below, in the plural.

Asbestos Inspections means Type 1, 2 or 3 inspections as set out in MDHS 100 published by the Health and Safety Executive in connection with regulation 4 of the Control of Asbestos at Work Regulations 2002 (CAWR), or any other comparable inspection, whether of commercial or residential land or property.

Bodily Injury shall include death and injury, illness or disease whether bodily or mental.

Circumstance(s) shall mean an event or occurrence which may reasonably result in a **Claim** being made against the **Insured**

Civil Liability shall be deemed to include breach of warranty of authority provided always that the **Insured** acted in good faith in the belief that the appropriate authority was held.

Claim(s) means

- a Any written or oral demand for monetary damages or other relief including non pecuniary relief
- b Any civil, arbitration or adjudication proceedings including any counterclaim or appeal
- c Any request by the **Insured** for indemnity under Insuring Clause 1.

Computer Systems means computer or telecommunications software, hardware, firmware, cabling or electronic equipment, including the design, development, manufacturing, assembly, distribution, licensing, leasing, sale, installation, repair or maintenance thereof and for the purposes of this policy include any service, advice or work provided by the **Insured** in the conduct of the **Professional Business** in relation to or in connection with the **Computer Systems** and including without limitation technology consulting, systems analysis, design, programming or integration, database design and caching, collecting, compiling, processing, mining or recording or analysis of data and other related services information system outsourcing, website design, programming or maintenance; information systems or website hosting, internet service provision, internet search and navigational tool provision, electronic mail services, electronic data, destruction services, application software and services provision and telecommunication network application provision provided by the **Insured**.

Computer Virus means a piece of unauthorised executable code which propagates itself through a **Computer System**.

Defence Costs and Expenses means any fees, expenses, costs and disbursements incurred in investigating, adjusting, settling or defending a **Claim** that may be covered by this **Policy** Any internal or overhead expenses of the **Insured** or the cost of any **Insured's** time is not included.

Documents Shall mean Project models, Deeds, Wills, Agreements, Maps, Records, Plans, Books, Policies, Photographs or Negatives, Written or Printed Books, Letters, Certificates or Written or Printed Documents and/or Forms of any nature whatsoever including Computer software and System Records (excluding Bearer Bonds or Coupons Bank or Currency Notes or other Negotiable Paper).

Employee means any person employed by the **Insured** under a contract of service or apprenticeship during or prior to the commencement of the **Period of Insurance**.

Endorsements means a change to the terms of the **Policy**

Excess means the sum shown in the **Policy Schedule** unless otherwise stated in this insurance and shall be the first amount of each **Claim** which is payable by the **Insured**. Where, however, more than one **Claim** is made during the **Period of Insurance** which arises from the same original cause or single source or event then only a single **Excess** shall apply in respect of such **Claims**.

Hacking Attack means any malicious specific or unauthorised electronic act including but not limited to denial of service phishing spear phishing Trojans botnets worms brute-force port scanning spoofing ransomware cracking or phreaking that has been instigated by a third party or any **Employee**.

Insured means:

- a The person, firm, partnership or company or other entity, specified as the **Insured** in the **Policy Schedule** and any predecessor person, firm, partnership or company or other entity for which the **Insured** is legally liable in consequence of the acquisition of firm(s) prior to the **Period of Insurance**, and
- b Any person who is or becomes during the **Period of Insurance** a principal, partner, member or director of the **Insured** and
- c Any former principal, partner, member or director of the **Insured** or predecessor described in a above, and
- d In the event of the death or incompetence or bankruptcy of any principal, partner, member or director of the **Insured**, such person's estate, heirs, legal representatives or assigns, for legal liabilities incurred due to any act, error or omission of such deceased, incompetent or bankrupt person

Insurers means any insurance company or Lloyd's syndicates subscribing to this insurance as detailed in the **Policy Schedule**.

Investigation shall mean a civil, criminal, administrative or regulatory examination, investigation or other proceeding conducted by any official body or institution empowered under statute to investigate the affairs of the **Insured** or possible misconduct by an **Employee** or Persons Responsible to the **Insured**.

Investigation shall not mean routine regulatory supervision, inspection or compliance reviews. Proceedings includes an appeal against the outcome of any initial proceedings.

Investigation Costs shall mean reasonable fees, costs and expenses (except remuneration of any **Employee** or **Persons responsible to the Insured**) incurred with **Insurers'** consent (which shall not be unreasonably withheld or delayed) in connection with preparing for and attending an **Investigation**.

Limit of Indemnity means the sum shown in the **Policy Schedule** which is available to indemnify the **Insured** in respect of each **Claim**.

Period of Insurance means the time for which this **Policy** is in force as stated in the **Policy Schedule**

Persons Responsible to the **Insured** shall mean locum, consultant, sub-consultant, sub-contractor or agent of the **Insured** or self-employed person appointed by the **Insured** to perform professional services on behalf of the **Insured** so as to enable the **Insured** to perform their **Professional Business**

Policy means this **Policy** wording, the **Policy Schedule** and any **Endorsements**.

Policy Schedule means the document attaching to this **Policy** wording and headed **Policy Schedule** and bearing the **Policy** number applicable to this insurance.

Premium means the amount stated against Premium in the **Policy Schedule**

Professional Business means advice given and service(s) performed by or on behalf of the **Insured** as detailed in the **Policy Schedule**. Where the **Insured** is liable for a sub-consultant the definition of the

Professional Business is extended to include any professional activities of the sub-consultant for which the **Insured** is liable.

In addition, the definition of **Professional Business** is extended to include personal appointments of any person except the acceptance of any directorship or trusteeship in any other company falling within the definition of the **Insured** provided the fees, if any, for such activities are credited to the **Insured** and such activities are related directly or indirectly to the activities listed in the **Policy Schedule** and the individual is qualified or experienced to carry out such work.

Retroactive Date means the date specified against Retroactive Date in the **Policy Schedule**.

Section 6: Complaints Procedure

6.1 What the Insured should do?

Maven Underwriters is dedicated to providing a high quality service and wants to maintain this at all times. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

The **Insured** can contact Maven Underwriters by writing to:

Maven Underwriters
The Aon Centre
Leadenhall Building
122 Leadenhall Street
London EC3V 4AN

Please quote the policy number or claim number as appropriate in any correspondence.

If, after making a complaint, the **Insured** feels that the matter has not been resolved to its satisfaction then if the **Insured** is an eligible complainant the **Insured** may contact:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Making a complaint to the Financial Ombudsman Service (FOS) does not affect the **Insured's** rights under this **Policy**, but if the **Insured** is not an eligible complainant then the informal complaint process ceases.

A summary of the **Insurers'** complaint handling procedure is available on request and will also be provided to the **Insured** when acknowledging a complaint

6.2 About the Financial Ombudsman Service (FOS)

The FOS will only consider a complaint if the **Insured** is an eligible complainant and if:

- i The **Insurers** have been given an opportunity to resolve it; and
- ii The **Insurers** have sent the **Insured** a final response letter and the **Insured** has referred its complaint to the FOS within six (6) months of the **Insurers'** final response letter; or
- iii The **Insurers** have not responded to the **Insured's** complaint with a decision within forty (40) days.

Further information about compensation scheme arrangements is available from

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
www.financial-ombudsman.org.uk
Tel: 0800 023 467 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

6.3 Financial Services Compensation Scheme

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. The **Insured** may be entitled to compensation from the Scheme if the **Insurers** are unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from

The Financial Services Compensation Scheme
PO Box 300
Mitcheldean
Gloucestershire
GL17 1DY

or from their website (www.fscs.org.uk).

Tel: 0800 678 1100 or 020 7741 4100.



Maven

The Aon Centre
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AN

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